



CONTRACT INFO SHEET

Monroe County Division of Purchasing
200 County Office Building, Rochester NY 14614

CONTRACT EXTENSION #1

DATE: **MARCH 14, 2018**

CONTRACT TITLE: **PORTABLE TRASH PUMP MAINT. & REPAIR**

CONTRACT #: **BP#0211-17 (4700007389)**

CONTRACT DATES: **04/10/2017 – 04/30/2019**

BUYER: **Greg Hart**
PHONE: 585-753-1135
FAX: 585-324-1379

VENDOR(S): #101664
Rain for Rent
5626 Tec Drive.
Avon, NY 14414
585-226-8280

Judith Gibson, Office Manager
jgibson@rainforrent.com

CHANGES AS FOLLOWS: Contract is extended through April 30, 2019 at same terms.

Greg Hart
Buyer
585-753-1135

XC: BP FOLDER
VENDOR
S. WILCOX

BP0211-17
TERMS AND CONDITIONS

BID ITEM:

PORTABLE TRASH PUMP MAINTENANCE & REPAIR

FOR:

DEPARTMENT OF ENVIRONMENTAL SERVICES (DES)

PURCHASING CONTACT:

The Buyer, identified below, is the sole point of contact regarding this Bid from the date of issuance until the bids are opened and the results made public.

Gregory Hart

Monroe County Division of Purchasing

200 County Office Building

39 West Main Street

Rochester, NY 14614

ghart@monroecounty.gov

All requests for bid clarification must be submitted in writing to the Buyer referenced above and received no later than close of business (5:00 PM Eastern Standard Time) on **3/03/2017**.

All questions will be answered and documented in writing as an Addendum to the Bid. These will be sent out to all Bidders who received the original Bid no later than **3/07/2017**.

DUPLICATE COPIES:

PLEASE SUBMIT YOUR BID IN DUPLICATE; THE ORIGINAL AND ONE (1) COPY.

BID INFORMATION:

At the time of bid, the bidder shall supply detailed specifications covering the item(s) contained herein and shall clearly indicate any areas in which item or items offered do not fully comply with the specifications contained herein.

**SUBMITTAL OF
FORMAL PROPOSAL:**

Bid proposal must be legible and submitted in the original form, bearing an original signature. **EMAILS AND FACSIMILES ARE NOT ACCEPTABLE.**

All bidders must submit proof that they have obtained the required **Workers' Compensation** and **disability benefits** coverage or **PROOF** that they are exempt. (Visit www.wcb.ny.gov for forms.)

**SPECIFICATION
ALTERATIONS:**

Specifications will be construed to be complete and be considered the entire description of the goods or services upon which Monroe County is now seeking bids. **Only formal written addenda can materially alter this set of specifications.** No verbal statement made by a Monroe County employee or anyone else is binding nor shall such statement be considered an official part of this public bid proposal.

WAGE RATES:

Pursuant to the provision of Section 220-A of the New York State Labor Law, as amended, the Contractor (and related Subcontractors) will be obligated to pay all workers in the covered classes only the applicable prevailing wage rates and supplements. The minimum hourly wage rate to be paid the various classes of labor performing work under this contract shall be in accordance with schedules which have been established or may hereafter be established or increased, by the New York State Department of Labor during the contract term. Wage rates may be obtained at www.labor.state.ny.us.

HOURLY RATE:

The contractor shall be paid for the number of hours actually expended at the job site times the labor rate per hour as bid. Overtime rate shall be defined as time and one half of the hourly rate after eight (8) hours per day and on Saturdays (1.5 x labor rate per hour). Double time shall be defined as double the hourly rate for Sundays and holidays (2 x labor rate per hour).

QUANTITIES:

The quantities listed are the estimated annual requirements for the equipment that will be maintained over the course of the entire contract. These estimates should not be construed to represent guaranteed maximum or minimum quantities to be purchased during the contract period. All unit prices bid will be extended for the actual number of units serviced.

QUALIFIED BIDDER:

Each bidder must be prepared to present satisfactory proof of his capacity and ability to perform this contract. Such proof may include, but is not limited to, an inspection of the bidder's facilities and equipment, financial statements, references and performance of similar contracts. **The Purchasing Manager reserves the right to reject any bid where the bidder cannot satisfy the County as to their ability to perform. Monroe County reserves the right to reject any and all bids** if the Monroe County Purchasing Manager deems said action to be in the best interest of Monroe County.

EMERGENCY WORK REQUESTS:

The Contractor must maintain a telephone number where he/she can be reached twenty-four (24) hours per day, seven (7) days per week.

METHOD OF AWARD:

Monroe County intends to award a contract to the lowest responsive and responsible bidder, based on the **Grand Total**. Bidders must bid on every item in order to be considered. The County reserves the right to reject any and all bids if the Purchasing Manager deems said action to be in the best interest of the County.

CONTRACT TERM:

Contract will start with the date of the contract award and run through **April 30, 2018** with the option to renew the contract up to four (4) additional twelve (12) month periods at the mutual consent of both parties.

PRICE CHANGES:

Price changes may be proposed by either party no later than forty-five (45) days prior to contract extension, based upon manufacturer price changes which must be supported with documentation. Should price changes not be acceptable to both parties, the contract will not be extended. Prices may change only at the time of extension

MINIMUM ORDER:

No minimum order is specified for this contract. Agencies must be able to order as needed. **Political subdivisions and others authorized by law may participate in this contract.**

DELIVERY:

All deliveries to be F.O.B. Monroe County to agency as specified by a Purchase Order. Delivery costs must be built into the unit prices bid. Deliveries must be made within **one (1) week** after receipt of a purchase order number. The County reserves the right to terminate the contract in the event the specified delivery time is not met.

**PURCHASE ORDER
ISSUANCE:**

No work shall proceed against nor shall any items be delivered against this contract until the Contractor has received a purchase order or a purchase order number. **Items supplied or services rendered that are not part of this contract will not be paid for by Monroe County.**

MATERIAL COSTS:

All materials shall be itemized on each invoice and billed at **five percent (5%)** above the Contractor's cost. Each item must include the full description including manufacturer, stock number, and unit price as well as a copy of the invoice paid. The County will reimburse the Contractor for incoming freight charges for items needed for emergency repairs. There will be no surcharge for freight. The County reserves the right to audit the Contractor's records to determine that the County is being charged no more than five percent (5%) of the Contractor's cost.

WRITTEN ESTIMATES:

In every instance that the Contractor anticipates that an emergency job may cost \$1000.00 or more, the Contractor must, prior to commencing work, give a written estimate for the work to the department, at no charge to the ordering agency. The estimate must show labor and materials cost. The County reserves the right to independently purchase any equipment or supplies needed to execute an emergency job. The Contractor **may not** proceed with the work until approval is given by the department. If the estimate is considered too high, the County maintains the option of obtaining open market quotations, providing materials or changing the scope of the work. The County maintains the right to cancel a request.

BILLING PROCEDURE:

All invoices for items sold any authorized agency as a result of this contract must be billed in the following manner: Purchase Order #, Quantity, Description of Item Purchased, Stock or Catalog #, List Price, Discount, Extension and Total. **ALL INVOICES MUST BE MARKED WITH THE PURCHASE ORDER NUMBER. INVOICES WITHOUT THIS INFORMATION WILL NOT BE PROCESSED FOR PAYMENT.**

WARRANTY/GUARANTEE:

All warranties by manufacturer shall apply. Bidder shall, as part of its proposal, furnish its warranty/guarantee for all goods/services to be furnished hereunder. As a minimum, Bidder shall warrant all goods for a period of one (1) year from date of acceptance. Bidder shall be obligated to repair or replace all defects in material or workmanship which are discovered or exist during said period. All labor, parts and transportation shall be at Bidder's expense.

**SECURITIES AND
INSURANCE:**

Any Certificate of Insurance, Bonds or other forms of security required by this bid are to be submitted to the Purchasing Manager no later than ten (10) normal business days following the date of notification of award. Documents must be received by the close of business, 5:00 PM on that day.

**UNCONTEMPLATED
PURCHASES:**

Monroe County reserves the right to request separate bids for such quantities of items on this contract that may be best procured via separate public bid offering and to otherwise act in furthering its own best interests.

**COMPLIANCE WITH THE
LAW:**

The Contractor agrees to procure all necessary licenses and permits. The Contractor shall comply with all laws, rules, and regulations pertaining to the payment of wages and all other matters applicable to the work performed under this contract.

SUBCONTRACT:

The Contractor shall not subcontract any work without first obtaining the written consent of the Purchasing Manager of Monroe County.

DAMAGES:

Any damages found to be the direct result of the Contractor's performance of services on any Monroe County engine powered pump will be the responsibility of the Contractor. This shall include, but not be limited to, repair or replacement of any pump damaged by the Contractor while performing this contract.

RELATED ITEMS:

The County reserves the right to add related items to this contract during the contract term upon agreement by both parties as to the price. Approval must be given in writing by the Purchasing Manager or his Designee.

REPORT OF PURCHASE:

The Contractor must, upon request, provide the County purchasing Manager with detailed information showing how much of each item was delivered to any and all agencies under this contract. This includes deliveries to not only the County but any other municipality or agency which orders from this contract.

OTHER AGENCIES:

The Contractor(s) **must** honor the prices, terms and conditions of this contract with political subdivisions or districts located in whole or in part within Monroe County. In addition, the contractor **may**, but is not required to, extend the prices, terms and conditions of this contract to any political subdivision or district located in New York State. Usage of this contract by any of these other political subdivisions or districts will have to be coordinated between that subdivision or district and the contractor. Orders placed against this contract between any subdivision or district will be contracts solely between the Contractor(s) and those entities. Monroe County will not be responsible for, nor will it have any liability or other obligation for, such contract between the Contractor(s) and any third party.

INDEMNIFICATION:

The Contractor agrees to defend, indemnify and save harmless the County, its officers, agents, servants and employees from and against any and all liability, damages, costs or expenses, causes of action, suits, judgments, losses and claims of every name not described, including attorneys' fees and disbursements, brought against the County which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Contractor, arising from any act, omission or negligence of the Contractor, its agents and employees or arising from any breach or default by the Contractor under this Agreement. Nothing herein is intended to relieve the County from its own negligence or misfeasance or to assume any such liability for the County by the Contractor.

PORTABLE TRASH PUMP ANNUAL PREVENTIVE MAINTENANCE SERVICE

1. **Annual Preventive Maintenance:**

Upon receipt of a purchase order for preventive maintenance, the vendor must contact the department within five (5) business days. The maintenance must be scheduled within the next fourteen (14) business days on a day agreed upon between both parties. The work to be performed during the preventive maintenance is outlined in **Attachment A**.

A. **Location/Hours:**

The vendor will also be expected to be open at least 35-40 hours a week Monday-Friday to ensure that repairs can be completed during the work week.

B. **Turnaround Time:**

The vendor will be expected to do maintenance on the pumps where the pump is located. If the pump is required to go back to the successful bidder's shop it must be returned within one (1) week from the date it was picked up.

C. **Service Slip:**

The vendor will be required to complete a service slip (vendor's own) at the completion of the preventive maintenance. The vendor will also be required to complete the County checklist (**Attachment A**) which includes **recommended repairs and a description of work performed and all labor, parts, travel and materials required to complete the repair**. The service slip must be signed by an authorized County employee and submitted to the ordering department within seven (7) days of the follow up repair visit.

This check list must be submitted in typewritten form to the ordering department within seven (7) days after the preventive maintenance. The checklist shall be completed at every scheduled visit. During emergency visits only, the issue that warranted the service call shall be addressed.

Mileage:

There shall be no separate mileage charge for PM work, pick-up and delivery or emergency visits.

D. **PMs:**

Preventive maintenance shall include all parts and labor and include mileage to the location of the pump for the PM work.

E. **Frequency of Preventive Maintenance:**

The equipment shall have maintenance done once per year or every two hundred fifty (250) hours of use, whichever comes first. **Both the pump and the engine are to be checked every time and worked on if necessary.**

2. **Emergency Service Repair visits:**

The vendor will be required to provide twenty-four (24) hour emergency repair service to Monroe County, as needed. The vendor shall arrive at the problem site according to the following:

- Within two (2) hours from receipt of the repair call, Monday-Friday, 7:00 AM - 3:00 PM.
- Within three (3) hours from receipt of the repair call, Monday-Friday, 3:00 PM - 7:00 AM, weekends and holidays.
- The total time is to be calculated from the time of arrival at the job site to the time of completion of the service call, with exception of any personal time (i.e. meal break) for the contractor. No time charge will be considered for the trip to or from the job site.

3. **Replacement parts:**

All replacement parts will be billed to the County at the contractor's cost plus five percent (5%). The County reserves the right to conduct an audit or to request documentary evidence to substantiate any prices billed for replacement parts.

4. **Damages:**

Any damages found to be the direct result of the contractor's performance of services on the Monroe County equipment will be the responsibility of the contractor. This shall include repair or replacement of any equipment damaged by the contractor while performing the service of the contract.

5. **Service-Job Site:**

It is the vendor's responsibility to arrange for maintenance of the equipment at the job site. If pumps and motors need repair off location, it may be necessary for the vendor to do the work where the equipment is being used.

6. **Locations:**

There are two (2) sites that have equipment:

Frank E. Van Lare Wastewater Treatment Facility **(FEV)**
1574 Lakeshore Blvd.
Rochester, NY 14617

Fleet Center Complex **(FLE)**
145 Paul Road
Rochester, NY 14624

7. **Pump Descriptions:**

CD100M 4" Godwin W/Standard Controller (3648 Fleet) trailer mount.

CD103M 4" Godwin W/Primeguard Controller (4638 Fleet) trailer mount.

CD103M 4" Godwin W/Primeguard Controller (4821 Fleet) trailer mount.

CD150M 6" Godwin W/Standard Controller (4822 Fleet) trailer mount.

CD150M 6" Godwin W/Standard Controller (4881 Fleet) trailer mount.

CD150M 6" Godwin W/Primeguard Controller (3649 Fleet) trailer mount.

CD225M 8" Godwin W/Primeguard Controller (4395 Fleet) trailer mount.

CD225M 8" Godwin W/Primeguard Controller (4396 Fleet) trailer mount.

CD225M 8" Godwin W/Primeguard Controller (5004 Fleet) trailer mount.

CD225M 8" Godwin W/Primeguard Controller (4986 Fleet) trailer mount.

DPC300 12" Godwin W/Primeguard Controller (4354 FEV) skid mount.

6JSCEDJ DST45TM 6" Thompson W/Digital Controller (4671 Fleet) trailer mount.

ATTACHMENT A

PORTABLE DRY PRIMING PUMP PREVENTIVE MAINTENANCE

CHECK LIST

Must include all labor, parts, material and travel utilized for the work performed.

1. WORK TO BE PERFORMED ON ENGINES:

- Check all fluids.
- Change oil and filter.
- Check hose and belt condition.
- Air cleaner condition.
- Fuel filter condition, fuel lines and check valve clear and operational.
- Radiator clean core and no leaks.
- Coolant tested for adequate protection.
- No chaffing or cuts on wires, electrical connections checked.
- Battery load test and charging system working properly.
- Gauges working properly.
- Engine RPM set correctly.
- Muffler system intact.
- No visible leaks on engine.
- No unusual noises or vibrations.
- Check coupling condition.
- Engine shutdown works properly.
- Engine and pump mounting bolts tight.

2. WORK TO BE PERFORMED ON THE PUMPS:

- Check non-return valve in good condition with a positive seal.
- Check impeller and volute condition.
- Check impeller clearance front and back.
- Inspect front and rear wear plate.
- Complete inspection of the priming system.
- Venturi cleaned and inspected, nozzle/jet, ball/seat, o rings.
- Compressor inspected, belt, oil lines, air line, must produce rated cfm.
- Mechanical oil seal inspect for leaks and level.
- Check mechanical seal oil lubrication for contamination.
- Check bearing bracket lubrication.
- Vacuum test with engine running, must be at least 25" Hg.
- Vacuum test with engine off, must hold for 30 minutes.

3. WORK TO BE PERFORMED ON THE TRAILERS:

- Fuel tank inspected and checked for water.
- Fuel cap seals tightly.
- All bolts checked for tightness.
- Axle bearings checked for wear and lubrication.
- Tires, wheels, lug nuts, air pressure, checked, etc.
- Hitch assembly not damaged or worn.
- Safety chains present and free from damage.
- Jack stands in good condition and operational.
- All lights operational.
- Surge brakes working properly.

4. WORK TO BE PERFORMED ON NON-PRIMEGUARD CONTROLLERS:

- Check proper operation of throttle control and throttle actuated fuel cutoff switch.
- Inspect for loose wires.
- Glow plugs working properly.
- Oil pressure gauge and low oil pressure switch working properly.
- Hour meter working properly.
- Key switch, working properly.

5. WORK TO BE PERFORMED ON PRIMEGUARD CONTROLLER:

- Check for proper operation of unit.
- Check for proper programming of the unit.
- Verify that the level transmitter will control the pump properly.
- Switches and touchpad working properly.

END OF SPECIFICATIONS

PRICING EFFECTIVE: 4/1017-4/30/19

CORRECTED 9/1/17

EXTENSION 1

BP0211-17

PORTABLE TRASH PUMP MAINENANCE REPAIR

AWARD

SAP CONTRACT #4700007389

VENDOR #101664

RAIN FOR RENT

CONTRACT ITEM #	MATERIAL MASTER	SECTION-I PREVENTIVE MAINTENANCE (INCLUDING MILEAGE)	ORDERING UNIT	UNIT PRICE
10	1032417	PM SVC-CD100M 4" Godwin w/Standard Controller (3648 FLE) trailer mount	EA	\$ 703.47
20	1032419	PM SVC-CD103M 4" Godwin w/Primeguard Controller (4638 FLE) trailer mount	EA	\$ 703.47
30	1035195	PM SVC-CD103M 4" Godwin w/Primeguard Controller (4821 FLE) trailer mount	EA	\$ 703.47
40	1032420	PM SVC-CD150M 6" Godwin w/ Standard Controller (4822 FLE) trailer mount	EA	\$ 703.47
50	1032421	PM SVC-CD150M 6" Godwin w/Standard Controller (4881 FLE) trailer mount	EA	\$ 703.47
60	1032422	PM SVC-CD150M 6" Godwin w/Primeguard Controller (3649 FLE) trailer mount	EA	\$ 703.47
70	1032423	PM SVC-CD225M 8" Godwin w/Primeguard Controller (4395 FLE) trailer mount	EA	\$ 703.47
80	1032424	PM SVC-CD225M 8" Godwin w/Primeguard Controller (4396 FLE) trailer mount	EA	\$ 703.47
81	1040700	PM SVC-CD225M 8" Godwin w/Primeguard Controller (5004 FLE) trailer mount	EA	\$ 703.47
82	1040701	PM SVC-CD225M 8" Godwin w/Primeguard Controller (4986 FLE) trailer mount	EA	\$ 703.47
90	1032425	PM SVC-DPC300 12" Godwin w/Primguard Controller (4354 FEV) skid mount	EA	\$ 703.47
100	1032426	PM SVC-6JSCEDJ DST45TM 6" Thompson w/Digital Controller (4671 FLE) trailer mount	EA	\$ 703.47

PRICING EFFECTIVE: 4/1017-4/30/19

CORRECTED 9/1/17

EXTENSION 1

BP0211-17

PORTABLE TRASH PUMP MAINENANCE REPAIR
AWARD

SAP CONTRACT #4700007389

VENDOR #101664

RAIN FOR RENT

CONTRACT ITEM #	MATERIAL MASTER	SECTION II-HOURLY RATES FOR EMERGENCIES	ORDERING UNIT	Price Per Hour
110	1032427	PUMP SVC-EMERGENCY CALL (M-F 7AM-3PM)	HR	\$ 75.00
120	1032428	PUMP SVC-EMERGENCY CALL (M-F 3PM-7AM)	HR	\$ 112.50
130	1032429	PUMP SVC-EMERGENCY CALL (WEEKEND/HOLIDAY)	HR	\$ 150.00
140	1032431	PUMP SVC- REPLACEMENT PARTS/ 5% MARK-UP	DL	\$ 1.00